

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
In Zone Brands, Inc.		12/22/2005	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	201 S. Tryon Street		
Internal Address:	Suite 900		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78587769	SPAZBERRY	
Serial Number:	78587756	WATERPOP	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-523-5300		
Email:	sls@phrd.com		
Correspondent Name:	Steven L. Schaaf, Paralegal		
Address Line 1:	285 Peachtree Center Avenue, N.E.		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	1246.54		
NAME OF SUBMITTER:	Mitchell M. Purvis		

OP \$65.00 78587769

900038738

TRADEMARK
REEL: 003218 FRAME: 0301

Signature:

/mmp/

Date:

12/29/2005

Total Attachments: 6

source=In Zone TM 3rd Amend#page1.tif

source=In Zone TM 3rd Amend#page2.tif

source=In Zone TM 3rd Amend#page3.tif

source=In Zone TM 3rd Amend#page4.tif

source=In Zone TM 3rd Amend#page5.tif

source=In Zone TM 3rd Amend#page6.tif

December 22, 2005

PNC Bank, National Association, as Agent
201 S. Tryon Street
Suite 900
Charlotte, North Carolina 28202

Re: Third Amendment to Trademark Security Agreement

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement dated November 27, 2002, by and between In Zone Brands, Inc., a Georgia corporation ("Company"), and Agent (as defined below), as recorded in the United States Patent and Trademark Office ("USPTO") on December 3, 2002, at Reel/Frame number 2630/382, as amended by that certain letter agreement between Company and Agent dated December 30, 2003, recorded in the USPTO on April 6, 2004, at Reel/Frame number 2827/109, and as further amended by that certain letter agreement between Company and Agent dated December 30, 2004, recorded in the USPTO on January 11, 2005, at Reel/Frame number 3011/348 (as amended, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in that certain Second Amended and Restated Domestic Revolving Credit, Term Loan, Equipment Loan and Security Agreement dated as of the date hereof, by and among PNC Bank, National Association, a national banking association, as collateral and administrative agent (together with its successors in such capacity, "Agent") for itself and the various financial institutions (collectively, "Lenders") party thereto from time to time, Lenders and Company.

Pursuant to Section 7 of the Trademark Security Agreement, Company is obligated to give prompt notice to Agent whenever Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application or trademark or any renewal of any trademark.

Company acknowledges that it has obtained rights to the Trademarks (as defined below) listed on the attached Exhibit A-3. Agent and Company agree to amend the Trademark Security Agreement to include the Trademarks listed on Exhibit A-3 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Exhibit A-3 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-3 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Company's expense.

To secure the prompt payment and performance to Lenders of all of the Obligations, Company hereby grants and regrants to Agent, for the benefit of itself and Lenders, a continuing security interest in and lien upon all of Company's right, title and interest in, to and under the

following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, including, without limitation, each trademark, service mark and trademark or service mark application listed on Exhibit A-3 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, together with the items described in clauses (i)-(iv), are collectively referred to herein as the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

Company hereby covenants and warrants to Agent and Lenders:

(a) that it is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;

(c) that each of the Trademarks listed on Exhibit A-3 attached hereto is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(d) that Company has not entered into any contract or made any commitment that will or may impair Agent's or any Lender's rights hereunder; and

(e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Agent.

PNC Bank, National Association, as Agent
December 22, 2005
Page 3

Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Company and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

IN ZONE BRANDS, INC.

By: Jim Scott
Name: [Signature]
Title: CEO

Accepted and agreed to this
___ day of December, 2005:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Douglas Nickel, Vice President

PNC Bank, National Association, as Agent
December 22, 2005
Page 3

Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Company and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

IN ZONE BRANDS, INC.

By: _____
Name: _____
Title: _____

Accepted and agreed to this
22 day of December, 2005:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: 
Douglas Nickel, Vice President

EXHIBIT A-3

UNITED STATES FEDERAL TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
SPAZBERRY	78/587,769	03/15/05
WaterPop	78/587,756	03/15/05

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
IN ZONE	MEXICO	381,995	10/26/99
IN ZONE AND SHIELD DESIGN	EUROPEAN COMMUNITY	1297794	08/21/02
BELLYWASHERS	AUSTRALIA	916775	02/06/03
BELLYWASHERS	CANADA	TMA564,443	07/09/02
BELLYWASHERS	CHINA	3213414	12/21/03
BELLYWASHERS	EUROPEAN COMMUNITY	001660463	08/22/01
BELLYWASHERS	JAPAN	4598881	08/23/02
BELLYWASHERS (IN CHINESE CHARACTERS)	CHINA	3476404	07/28/04
BELLYWASHERS (IN CHINESE CHARACTERS)	HONG KONG	200315690	02/25/03
BELLYWASHERS LOGO	TAIWAN	1118312	09/01/04
TUMMYTICKLER	CANADA	TMA643,896	07/08/05

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
TUMMYTICKLER	EUROPEAN COMMUNITY	002735884	10/02/03

FOREIGN TRADEMARK APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>
BELLYWASHERS	ARGENTINA	2594995
BELLYWASHERS	BRAZIL	827523270